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The Solicitors' Journal

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The Solicitors' Journal

VOL. LXXVIII. **Saturday, March 17, 1934.** No. 11

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Current Topics.

The House of Lords and Infallibility.

SOME time ago a distinguished Scottish judge, gifted with a vein of irony, remarked that the House of Lords as an appellate tribunal was infallible, and even if, as occasionally happened, two decisions of that august body seemed to be irreconcilable that seeming inconsistency was due to the frail vision of the observer. Lord Justice SCRUTTON appears to have no sympathy with this mild and circuitous method of saying that the House sometimes speaks with two discordant voices. Only last week he again reiterated his previously expressed wish that the House would state in clear and unmistakable terms how, if at all, the two decisions in *Addie & Sons* v. *Dumbreck* [1929] A.C. 358, could be reconciled with the later case of *Excelsior Rope Company* v. *Callan* [1930] A.C.404. Each was concerned with that fruitful source of trouble, a child wandering where it had no right to be, meddling with dangerous machinery, and being injured in consequence. In the earlier of the two cases the child was held not to be entitled to recover inasmuch as it was a trespasser, while in the second, on very similar facts, he was held entitled to succeed in obtaining damages. Text-writers have made valiant attempts to arrive at a clear perception of a reconcilable ratio in these cases, but they have frankly stated that this is no easy matter. A recent writer, Mr. A. D. GIBBS, in his "Select Scots Cases," suggests that the distinguishing line between them seems to lie in this, that in the *Excelsior Case* "the persons who started the rope could have seen, by raising their eyes, that a child was in peril, while in *Dumbreck's Case* the child could not have been seen by those who started the engine." This may afford a clue to the puzzle, but one would like the House to state the rule with a distinctness there was no gainsaying. Practitioners expect from the final appellate tribunal sure guidance on questions such as these, and feel that it is somewhat hard that they are left to spell out as best they can the precise effect and scope of their lordships' decisions. Perhaps some day they will respond to Lord Justice SCRUTTON'S appeal to explain the two cases to which attention has been called.

Royal Marriages.

THE formal announcement by the Cabinet Council of Sweden that, by his marriage "without the King's consent and to the daughter of a foreign commoner," Prince SIGVARD "has renounced his right to the throne for himself and his successors, and has lost the titles and privileges which he has hitherto enjoyed as a hereditary Prince," is a fresh reminder that members of royal families are placed under severe restrictions as to their choice in matrimony. The same, or very similar, strictness obtains in our own country. In the reign of George I the claim was made on behalf of the Sovereign that, by virtue of his prerogative, he had power to direct the education of his grandchildren and to dispose of them in marriage, to the exclusion of the parental authority of the Prince of Wales. A majority of the judges, on being consulted, decided in favour of this extended claim of the King; but it was not till the Royal Marriage Act of 1772 that the question of marriages in the royal family was placed upon a statutory footing. By this Act no descendant of George II (except the issue of Princesses married into foreign families) was to be capable of contracting matrimony without the King's previous consent, signified under the sign-manual and declared in council; and any marriage contracted without such consent was declared to be null and void. There was, however, a curious proviso enabling members of the royal house who were above twenty-five years of age, to marry without the King's consent, after having given twelve months' notice to the Privy Council, unless in the meantime both Houses of Parliament should signify their disapprobation of the proposed marriage. No instance has occurred of the proviso ever having been invoked; indeed, it is extremely unlikely that it ever should be. The Act, however, makes clear that members of the royal family have not that freedom of choice in the matter of marriage which the lowest subject of the realm enjoys.

Pensions of Poor Law Officers.

A PATHETIC case involving loss of a pension under the Poor Law Officers' Superannuation Act, 1896, owing to an omission to make deductions from wages in accordance with s. 13 of that Act came before Mr. Justice FARWELL on 15th February in *Gissing* v. *Corporation of Liverpool*. The plaintiff had been employed as a cleaner by the West Derby Board of Guardians, Liverpool, from June, 1897, to 1st April, 1930. No deductions were made from her wages in respect of superannuation contributions until shortly before October, 1929, when she entered into a verbal agreement with the board under which 6d. per week was deducted from her wages by way of contribution for superannuation benefit under the Act of 1896. On 27th March, 1930, it was agreed that after that date the board should then deduct a further 1s. 6d. a week from her wages, to be treated as in part payment of arrears of contributions which should have been but were not previously deducted. On 29th March, 1930, 1s. 6d. was in fact deducted from her wages. On 1st April, 1930, the Local Government Act, 1929, came into force, abolishing boards of guardians, and pursuant to s. 124 (1) the plaintiff gave notice that she elected to remain subject to the Act of 1896. The defendants continued to make deductions of 6d. and 1s. 6d. per week until 26th February, 1932, since when no deductions had been made from her wages, and the sum of £10 19s. 3d. representing her total contributions to the superannuation

scheme was returned to her, on the ground that she was not within the scheme. Section 124 (1) of the Local Government Act, 1929, provides that "where any officer by whom the annual contributions required by the Poor Law Officers' Superannuation Act, 1896, have been made, is, by virtue of this Act, transferred to the service of any council, then, if the council to whose service he is transferred have no superannuation scheme or if, in the case of an officer transferred to the service of a council who at the appointed day have such a scheme, he gives within three months of the appointed day notice in writing to that council that he elects to remain subject to the provisions of the Act of 1896, that Act shall apply to him . . ." Under s. 134 the word "officer" includes "servant." Mr. Justice FARWELL gave judgment for the defendants, with costs, on the simple ground that the annual contributions required under s. 12 of the 1896 Act had not been paid. Furthermore, the defendants were not estopped from denying that the plaintiff was entitled to a pension, nor was the arrangement of 27th March, 1930, a contract, and if it was, there was no consideration for it. The case was said to be a test action affecting hundreds of other cases, mostly in Liverpool.

Landlords' Liability to Third Parties.

THE judgment of Mr. Justice GODDARD in *Wilchick* v. *Marks*, reported in *The Times* of 7th March, appears at first sight to extend the scope of the exception from the rule that the occupier, and none but the occupier, of dangerous premises is liable to members of the public who may suffer injuries thereby occasioned. Exceptions have been recognised in the case of an owner letting premises dangerous at the time of the letting, and in the case of a landlord under covenant with the occupying tenant to keep the premises in repair. The latter exception was brought into being by the decision in *Payne* v. *Rogers* (1794), 2 H. Bl. 349, the principle of "avoiding circuity of action" being applied in a manner since severely criticised by Mr. SALMOND in his book on "Torts." It has, however, been treated as well established, and is unlikely to be disturbed. But what has changed is the attitude of the law towards landlords of low rental properties. Before statutory liability to keep working-class dwellings fit for habitation was imposed by the Housing and Town Planning Act, 1909 (the Housing of the Working Classes Act, 1890, merely dealing with fitness at the time of letting), Lord RUSSELL, L.C.J., in *Broggi* v. *Robins* (1899), 15 T.L.R. 224, C.A., had spoken of a "custom" to effect repairs which might have the force of law. Those who framed the Increase of Rent, etc., Acts, appear to have been under a similar impression, for though many dwelling-houses to which they apply are outside the purview of the Housing Acts, liability on the landlord's part, if not imposed, is assumed by the 1920 Act, s. 2 (5), and 1923 Act, s. 18 (5). Whereas, in the absence of agreement, the common law makes a tenant responsible for good and tenantable repair. In practice, of course, many landlords have effected repairs for what we might call "*ut res magis valeat quam pereat*" reasons; and it is substantially that by retaining control they thereby remained liable to the public that was decided in *Wilchick* v. *Marks*. Our "Landlord and Tenant Notebook," which last dealt with this subject on 14th February, 1931 (75 SOL. J. 112), will shortly discuss the effect of the new authority in detail.

Workmen's Compensation.

IN an explanatory memorandum to the Workmen's Compensation Act (1925) Amendment Bill, which has now passed its second reading in the House of Commons, it is stated that the general object of the Bill is to secure that workmen in the coal-mining industry who are entitled to payments under the Workmen's Compensation Act, 1925 (whether in respect of accident or disease), shall be assured of such payments without regard to the solvency or insolvency of their employers. It is desired to put an end to what has been justly described as a definite scandal in the mining industry, in which bankrupt collieries leave workmen entitled to compensation destitute, with merely poor law relief to which they may resort. Legal and medical practitioners in mining districts are only too well acquainted with the terrible diseases and injuries suffered by workers in the mines, and the word "scandalous" is appropriate to a state of affairs in which sufferers from nystagmus, silicosis, fractures, hernias and other tragic complaints arising out of their work are deprived of their lawful compensation through no fault of their own. The Bill extends the principle of compulsory insurance, already applied to drivers of motor vehicles by s. 35 of the Road Traffic Act, 1930, to the owners of coal mines. A coalowner, who employs workmen without being insured with an authorised insurer is to be guilty of an offence under cl. 1, while cl. 2 provides for exhibition in the colliery office where the workmen usually receive their wages of the prescribed form of certificate signed by the insurer stating that the owner is insured as required. Under cl. 3 any clause in a policy relieving the insurer from liability in any specified event is to be void in relation to a claim for workmen's compensation. No agreement to extinguish or diminish the liability of the insurer after such liability has been incurred is to be valid, nor is the contract of insurance to be voidable for misrepresentation or non-disclosure by the insured where the workman has acquired rights against the insurer under s. 7 (1) of the 1925 Act. Where a workman acquires rights against the insurer under that section, the insurer may recover the amount of the payment from the insured as a debt with priority to all other debts in case of a bankruptcy or a liquidation. It will be seen that the Bill attempts to provide in some measure against the defect in s. 35 of the Road Traffic Act, 1930, noted by Mr. Justice GODDARD in *Jenkins* v. *Deane* (78 SOL. J.13). The need for such an enactment as this is not so acute in other industries as it is in the mining industry, but there seems to be no logical reason why the principle of compulsory insurance should not in the future be extended to other industries.

Protecting the Investor.

WITH the general tendency to improvement of trade and the impetus which an exhibition like the British Industries Fair and similar efforts to stimulate trade are bound to give, there will inevitably be a revival of company-promoting. Indeed, the prospectuses appearing from day to day in the financial newspapers and in the financial sections of the "dailies" show a marked tendency to increase in number. It is satisfactory therefore to learn, on the authority of the City Editor of *The Times*, that the Stock Exchange Committee have adopted a stricter attitude in regard to applications for permission to deal in the securities of public companies. The experience of recent crashes in which it is understood that even the big banks were heavy sufferers—though many private individuals have been ruined—has created a growing demand for something more to be done. Action by the Stock Exchange Committee is, of course, valuable and effective up to a point, but it does not by any means afford the protection which the investing public require. What is really needed is something that the Stock Exchange Committee cannot provide, namely, a check on gambling. The giving or withholding of permission to deal in particular securities is in no sense an indication as to the soundness or otherwise of a particular venture. We often think that some restriction upon the formation of "holding" companies created for purely speculative purposes, and the promoters of which have not the remotest interest in British industry, would have a beneficial effect by preventing the diversion of capital from trade ventures of a more useful type calculated to increase and cheapen production and to create fresh opportunities for the employment of labour.

A Code of Domestic Law.

EXCEPTION may perhaps still be taken to any statement that a just law should be a tidy law. For we claim, and are perhaps entitled to do so, that our own law is at least as just as any other, but no one with knowledge of it can conceivably urge that it is tidier than those of our neighbours who have codified their laws. Nevertheless, the untidy person wastes time in finding things which he pitches anywhere, not having a definite place for them. An untidy law means that the research of skilled persons is required to search out innumerable points which ought to be clear, involving delay, expense, and, worst of all, injustice to those who cannot afford the cost. This, of course, has long been realised, and the efforts both to simplify our law and make it less costly have been continuous. The very considerable codification of the criminal law in 1861, the Judicature Acts, the Property Acts, the Companies Act, and other legislation, may be cited as work achieved to this end. The domestic law, however, still remains a battleground between the ancient principle of feminine subjection, the basis of the ecclesiastical law and the common law, and the newer one of feminine emancipation, embodied in statutes which in the first instance at least were passed by masculine legislators in recognition of the harshness and occasional injustice of the older law, but recently, it seems more likely, in obedience to certain women's organisations of which politicians appear desperately afraid. As to the result, the conventional unweaned child should almost imbibe the knowledge of its mother's indefeasible legal privileges—mostly at her husband's expense, but to some extent at her creditors' also—with the nutriment she supplies to it. Happily married people, the vast majority one may still believe, would live in amity together either under the harsh and narrow laws of a hundred years ago, or the easy ones of to-day; the present law, however, includes in a wife's liberties that to desert her husband without just cause, and conversely the deserted husband has no remedy for such desertion. He is in fact expected to live chastely until his wife chooses to return to him, when it is his duty, as expounded to him in *Jones* v. *Newton and Llanidloes Guardians* [1920] 3 K.B. 381, to take her back again and maintain her. One who was entrusted with making a code of English domestic law would hardly find much pleasure in embodying this feature of it in its provisions. Then, again, the duties of fathers and mothers to their children are matters regulated almost entirely by the criminal rather than the civil law. One recent improvement only can be registered. In 1928 we wrote in "Why not a Court of Domestic Relations" (72 SOL. J. 787). "Our law provides no machinery for dealing with a household calculated to turn out wastrels, derelicts, and criminals, so long as no actual offence is committed." In fact, s. 61 (1) (*a*) of the Children and Young Persons Act, 1933, might almost have been drafted by someone who had read this criticism, and determined that it should no longer be applicable. It provides that a child or young person who, owing to the absence or unfitness of parent or guardian, "is either falling into bad associations, or exposed to moral danger, or beyond control," shall be deemed in need of care or protection, and, in view of that need, that a juvenile court may make an order to send such a child to an approved school, or commit him or her to the care of any fit person, etc. Compare Art. 1666 of the German Civil Code of 1900: "If the moral or physical welfare of the child is endangered by the fact that the father abuses his right to take care of the child's person, or neglects the child, or is guilty of any dishonest or immoral conduct, the Guardianship Court shall take the necessary measures to avert the danger. The Guardianship Court may order the child, for the purpose of his education, to be sent to a suitable family or an institution for education, or a reformatory." We are thus handing ourselves bouquets for an improvement in the law which the Germans had adopted over thirty years ago, if not previously. Our lawgivers might, with advantage, study the German code and even the Code Napoléon, which, with all its faults, was a coherent and logical document, and is still the foundation of various Continental systems, which have no doubt improved on it as experience has shown its flaws.

Probably the real difficulty which renders politicians, who are quite ready to codify in other directions, to hesitate in this, is the fiercely controversial divorce issue. In a country where divorce for mere desertion is impossible, it seems an obvious proposition that the law should keep married persons together by discouraging desertion. The ecclesiastical law provided this discouragement by imprisoning persons who refused to obey a decree for the restitution of conjugal rights. That this imprisonment was very rare no more proved that it was not effective in its incidence than the fact that hanging is also very rare proves that it is no deterrent to would-be murderers. The possibility of imprisonment, however, was hastily abolished by the Matrimonial Causes Act, 1864, so that the late Mrs. Georgina Weldon could not enforce the law against her husband who, not without moral if not legal justification, refused to live with her. The judge in the case observed that the Scottish law did not punish for desertion, but allowed a decree of alimony, and gave his opinion that our law should be altered accordingly. No one, however, pointed out that, whereas the Scottish law gave a deserted husband adequate remedy in divorce, the new English law, without that remedy, left him with none. That became apparent in *R.* v. *Jackson* [1891] 1 Q.B. 671. Those who wished to make a logical code would thus have to choose whether to allow of divorce for desertion, or restore the court's power of dealing with wilful desertion by either spouse. Until this choice is made there can be no logic in our matrimonial law.

The law as to the maintenance of children is not satisfactory. If a wife can obtain credit from tradesmen as her husband's agent she can use it to obtain both for herself and her young children necessaries according to the husband's station in life, but if she cannot obtain such credit or is dead, a father need only give his children the minimum food and shelter to preserve their health, and avert a summons for cruelty to them. The legal standard of maintenance thus depends on extraneous circumstances. The Divorce Court can, of course, order a father to provide for his children according to his station in life, but its jurisdiction only arises on an order of divorce or separation being made against him on his wife's petition—again an extraneous circumstance so far as the children are concerned.

The Powers of Disinheritance Bill, which passed its second reading in the House of Commons last December, and is now under discussion in Committee, raises the controversial question whether a surviving spouse and children should take an inalienable portion of a deceased's estate. Of the arguments used against this proposal perhaps the strongest is that the surviving spouse or children may by neglect, ill-treatment or other behaviour (as to which the deceased is no longer available to give evidence), have rendered themselves totally unfitted to receive any consideration. This is a reasonable argument, and those who advocate the compulsory portion may with profit read Art. 2333 of the German Civil Code, enumerating five reasons for any one of which a testator may deprive a descendant of a compulsory portion. The proposed Bill, it appears, does not attempt to provide for compulsory portions, but to give the court power in proper cases to provide reasonable maintenance for certain dependents left unprovided for, and in this form may prove a small but not unacceptable step towards an improved domestic code.

A code-maker, however, cannot build a proper framework without a foundation of underlying principle, and the principle that divorce is forbidden by Divine law is not compatible with the postulate that it is permissible by human ordinance. Our domestic law is built on an attempt to reconcile these two principles, and monstrously fails in it.

Considerations for a Purchaser's Solicitor.

[CONTRIBUTED.]

(*Continued from* 78 SOL. J. 21.)

BEFORE leaving the draft contract, we must consider the question of title. This is, unfortunately, one of the matters which seems to be treated with scant respect by certain members of the legal profession. It is not uncommon to find purchasers' solicitors accepting titles which are, to say the least, unsatisfactory. This practice cannot be too strongly deprecated. The primary duty of a purchaser's solicitor is to watch, with scrupulous care, the interests of his client, and failure to secure for him a good title to property which he is purchasing is a serious dereliction of that duty, and one which may be fraught with serious consequences.

It is hardly necessary to remind practitioners that, since the coming into operation of the L.P.A., the period for which a vendor is bound to make title, under an open contract, is thirty years, except in cases where an earlier title than forty years could have been called for prior to the commencement of the Act. It is not proposed to deal here with earlier title cases, beyond noting the fact that, on a sale of leasehold, the original lease as well as the title for the last thirty years, must be abstracted or a copy furnished with the abstract.

A short title may be offered by a vendor's solicitor either because that is all his client can give, or because he wishes to save himself a certain amount of trouble. In both these cases the purchaser's solicitor should most certainly refuse to accept the title which the vendor's solicitor is attempting to foist upon his client. If the title is bad, it is his duty to reject it; and if the vendor can make it for the period prescribed by law it is none of his business to save trouble to the vendor's solicitor; for the risks entailed in so doing are too great to be taken lightly. If he insists upon the deduction of title for the full period, his client will get the protection of sub-s. (8) of s. 44 of the L.P.A., which provides that the purchaser shall not be affected with notice of anything he would have discovered, had he investigated or enquired into the title prior to the period fixed by law for its commencement, unless he actually makes such investigation or enquiry; but, if he is content with less, his client will still be affected with notice of all matters which he would have discovered had he made a full and proper investigation. In the course of his judgment in *Re Nisbet and Potts Contract* [1906] 1 Ch. 386, Romer, L.J., put the matter thus, "In my opinion, if a purchaser chooses either by agreement with his vendor, or otherwise, to take less than a forty years' title, he cannot, by so restricting his investigation, and by not enquiring into the title for part of the period, say that he was not affected with notice of equities affecting the land, the existence of which he would have ascertained by reasonable enquiries into that part of the title." Apart from the substitution of thirty for forty years the above quotation still remains good law.

The decision in *Re Nisbet and Potts Contract, supra*, is of great practical importance to conveyancers. It lays down that all a squatter gets, who acquires a title by adverse possession, is the ownership of the land, subject to such equities as affected it in the hands of the dispossessed owner.

The facts were that in 1890 A sold to B land to which he had obtained a title by adverse possession; and in 1901 B sold to C. Neither B nor C examined the title for the full period required by law. C subsequently agreed to sell the land to D, and stipulated in the contract that title should commence with the conveyance of 1890. After the signature of the contract D discovered, from an outside source, that by a deed of 1872 the then owner had entered into covenants restrictive of the user of the land. In reply to requisitions regarding these covenants, C contended that he had purchased without notice, and that, A's title being by adverse possession, the covenants no longer bound the land. The Court of Appeal, however, refused to uphold these contentions, and held that C had failed to make a good title. Romer, L.J., said: "The appellant seems to contend that the case where a vendor has acquired a title merely by possession under the Statute of Limitations is to be treated as an exception to the rule I have indicated, and that a person who buys from a trespasser who has acquired a good title by successful trespass for twelve years or more is not bound, or should be treated as not being bound, to make enquiries whatever as to an earlier title. I cannot agree with that contention; I cannot see why a successful trespasser for twelve years, or a purchaser from him, should be placed in a better position than an ordinary owner or vendor, or a purchaser from such ordinary vendor. I do not see that he is entitled to be regarded as being in any peculiarly favoured position. That being so, in the present case neither the present vendor nor the vendor to him can say he was a purchaser without notice. If the present vendor, or his vendor, had insisted on a proper title in regard to length being given to him, or had made proper enquiries into that title, it is clear that he must have ascertained the existence of the negative covenants in question. It certainly is, in my opinion, for the vendor in this case to prove the plea of purchaser for value without notice on his behalf, or on behalf of the vendor to him. He has not discharged the onus cast upon him."

There is only one case in which the rule that a defective title must be rejected, can, with justification, be disregarded, i.e., on the express instructions of a client, and, even then, only if the client is aware exactly what risks he will be running by the acceptance of such a title. If he really wants the land, and is prepared to take the risk, his solicitor is, after carefully explaining the position to him, and advising him thereon, justified in accepting such title as the vendor can give.

Company Law and Practice.

Control of Directors by the Company—I.

THE conduct of the business of a company is usually entrusted to its directors, usually in fairly wide terms; and though in some articles one sees long lists of what the directors may do, it is generally considered sufficient to give them powers in general terms. The question sometimes arises as to what rights the company in general meeting has to interfere with the conduct by the directors of the business, and, as it is one of some importance, I propose to devote a little space to the consideration of some aspects of it.

First, by way of a test for this disquisition, I would remind my readers of cl. 67 of Table A. This runs as follows:—

> "The business of the company shall be managed by the directors, who may pay all expenses incurred in getting up and registering the company, and may exercise all such powers of the company as are not, by the Act, or by these Articles, required to be exercised by the company in general meeting, subject, nevertheless, to any regulation of these Articles, to the provisions of the Act, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the company in general meeting; but no regulation made by the company in general meeting shall invalidate any prior act of the directors which would have been valid if that regulation had not been made."

Now, I venture to describe this article as an interesting one, but one which appears to engender a great deal of nervousness. This nervousness arises by reason of certain decisions of the courts which do not really go half as far as appears to be thought by some writers: to these decisions

I will refer before long, but it is a curious fact that it is a comparatively rare occurrence for any company to attempt to prescribe regulations under articles of the type of cl. 67 of Table A. I say it is curious for this reason, that there must be numerous occasions when a board of directors and those holding a majority of votes at general meetings (but not sufficient to pass a special or extraordinary resolution) are at loggerheads.

Where there is such a clash of opinion one would think it the easiest thing in the world for the shareholders to requisition a meeting and pass resolutions restricting the powers of the board, but such a course is but rarely attempted. In the first place, some doubts appear to exist as to the true construction of the article, doubts which arise apparently out of an observation made by Lord Loreburn in the case of *Salmon* v. *Quin & Axtens*, to which I will refer later: whether there is really any ground for supposing that the construction is not perfectly plain is another matter.

Perhaps it will be the simplest course to take to go straight to the relevant cases. The first is *Automatic Self-Cleansing Filter Syndicate Co. Ltd.* v. *Cuninghame* [1906] 2 Ch. 34. The article which fell to be considered there was not the Table A article, for it provided that the regulations which the company was empowered to prescribe had to be prescribed by means of an extraordinary resolution. What actually happened there was that a shareholder of the company who desired that its assets should be sold had a contract prepared for the sale and then served upon the directors a requisition calling upon them to summon a meeting of the company for considering the question of a sale and directing the directors to affix the company's common seal to the contract and to carry the contract into effect.

It should be mentioned that, in addition to the general article conferring powers of management on the directors, there was an article which conferred upon them a particular power to sell the company's property on such terms as they might think fit, and to enter into all such negotiations and contracts as they might think expedient for or in relation to a sale. However, the meeting was duly held, and, after an adjournment, the proposed resolution was passed by a majority, though not by a three-fourths' majority. The directors did not comply with the resolution because they did not think that it would be in the interests of the company to carry the contract out.

This refusal of the directors goaded a holder of a substantial number of shares who had voted for the resolution to action, and an action was started in the name of the company and this particular shareholder, suing on behalf of himself and all the other shareholders of the company, asking for a mandatory order on the directors to affix the company's seal to the contract and carry it into effect, and ancillary relief. Warrington, J., refused relief, and his decision was affirmed by the Court of Appeal. One thing seems absolutely plain, that, as the resolution was not an extraordinary resolution, it could not take effect under the article which provided for the making of regulations by the company. The rest of the case is really concerned with the question as to whether there was any general power in the company in general meeting to overrule the board, to which the answer was that there is no such power.

But it ought to be borne in mind that this case does not touch upon the effect of an article such as cl. 67 of Table A, except to show that, if Table A had said that the regulations could only be prescribed by extraordinary resolution, an attempt to prescribe them by ordinary resolution would be ineffective, a result which hardly seems startling.

In *Gramophone & Typewriter Ltd.* v. *Stanley* [1908] 2 K.B. 89, Buckley, L.J., as he then was, says that directors are persons who may by the regulations be entrusted with the control of the business, and, if so entrusted, they can be dispossessed from that control only by the statutory majority which can alter the articles. His lordship goes on to say that he does not think that directors are bound to comply with the directions, even of all the corporators acting as individuals. I mention this latter observation, though it does not really concern the point now at issue, because it is perhaps a not uninteresting speculation to consider whether, after the twenty-six years that have elapsed since that pronouncement, Lord Wenbury still thinks the same.

It is, I think, a fair generalisation to make to say that recent tendencies have been in the direction of requiring less formality in connection with the conduct of the affairs of companies, and there are fairly recent decisions to support such a generalisation, of which I might mention *Parker & Cooper Ltd.* v. *Reading* [1926] Ch. 975. This decision, it is true, is founded on the great case of *Salomon* v. *Salomon & Co. Ltd.* [1897] A.C. 22; but, on the other hand, it does really break fresh ground. In addition to this, there is the fact that under s. 117 (2) of the Companies Act, 1929, a special resolution can be passed at any time at a moment's notice if all the corporators agree to such a course. However, all that is by the way.

In *Gramophone & Typewriter, Ltd.* v. *Stanley*, Buckley, L.J., only said that if the directors were entrusted by the articles with the control of the business, that control could only be taken away from them by a special resolution; he did not say that, if that control was entrusted to the directors subject to a qualification, such qualification could only be brought into play by means of a special resolution.

The next material case is *Salmon* v. *Quin & Axtens, Ltd.* [1909] 1 Ch. 311; [1909] A.C. 442. The general powers article was in a form not very dissimilar (subject to one point) from cl. 67 of Table A; but there was also an article conferring particular powers on the board, including a power of selling. Then there was an article of a somewhat special character, provided that no resolutions of the board having for their objects various matters (including the acquisition or letting of any hereditaments or premises) should be valid unless not less than twenty-four hours' notice of the meeting should have been given to A and S (who were the managing directors) and neither of them should have dissented therefrom in writing.

Certain resolutions were brought before the board in the year 1908, one relating to the purchase of certain premises, and another relating to a letting of a property belonging to the company; from both these resolutions S duly dissented in writing. The result of such dissent was, of course, that, by reason of the article the effect of which is set out above, the resolutions of the board were not valid. Thereupon a general meeting of the company was held; resolutions similar to the resolutions of the board from which S had dissented were put to it and passed. S thereupon started proceedings to restrain the company and the directors other than himself from acting on the resolutions passed by the company. Warrington, J., held that the resolutions were not inconsistent with any of the articles, because that article which required the non-dissent of A and S referred only to resolutions of the board, and refused the relief sought, distinguishing his earlier decision of *Automatic Self-Cleansing Filter Syndicate Co.* v. *Cuninghame, supra*, but the Court of Appeal and the House of Lords took a different view, and upheld the right of S to veto the resolution.

The view taken in the Court of Appeal was that the resolution of the company was absolutely inconsistent with the article giving S the veto, and that the case was governed by the reasoning of the Court of Appeal in the *Self-Cleansing Filter Co.'s Case* and the *Gramophone & Typewriter Case, supra*. The speeches in the House of Lords do not really take the matter much further, but next week I will deal with one question which does arise out of Lord Loreburn's speech there.

Mr. Arthur Torriano Rickards, solicitor, of Michelmarsh, Hants, left £12,781, with net personalty £12,642.

A Conveyancer's Diary.

Registration of Land Charges.

I HAVE had an interesting point put to me. The owner of a large estate had charged the estate with an annual sum payable during his life to the trustees of his marriage settlement. Before 1926 the owner sold a considerable part of the estate to A, and in the conveyance covenanted that he would pay the whole of the annual sum and charged the rest of the estate with the payment of the whole annual sum by way of indemnity to A and in relief of the land conveyed to him.

In 1934 A sold part of his land with the benefit of the covenant and the indemnity charge to B.

What is B to do in order that he may take advantage of the charge which A had upon the remainder of the estate of the original owner?

First of all it seems clear that the charge given by the original owner to A is "a general equitable charge" under s. 10 (1) Class (c) (iii) of the L.C.A., 1925. It seems to come within that sub-section:—

> "Any other equitable charge, which is not secured by a deposit of documents relating to the legal estate affected and does not arise or affect an interest arising under a trust for sale or a settlement and is not included in any other class of land charge (in this Act called 'a general equitable charge')."

So far it appears certain that the charge by the original owner in the case which I have stated is a general equitable charge. It is not secured by a deposit of documents, it does not arise or affect an interest arising under a trust for sale or a settlement (meaning a settlement under the S.L.A.), and is not included in any other class of land charge.

There is, however, a proviso, but before passing to that I may point out that the reason for the exception of charges arising under a trust for sale or a settlement is because the charge is protected by reason of all capital money arising in either of those ways being applicable for payment of such charges and being necessarily paid to at least two trustees or to a trust corporation. Such equitable interests do not therefore require the protection of registration.

Now, turning to the proviso to s. 10 (1) (c) (iii), we find—

> "Provided that a charge given by way of indemnity against rents equitably apportioned or charged exclusively on land in exoneration of other land and against the breach or non-observance of covenants or conditions shall not be deemed to be a general equitable charge and shall not be registrable as a land charge under this Act."

I must say that, at first, I thought that this proviso applied to the case which I have stated, but on carefully reading it, I have come to the conclusion that it does not. I think that the proviso must be read as meaning that the sub-section is not to apply (*a*) to a charge given by way of indemnity against rents equitably apportioned, or (*b*) to a charge charged exclusively on land in exoneration of other land, or (*c*) to a charge given against the breach or non-observance of covenants or conditions.

There are obvious difficulties in construing this proviso, but that is the best I can do with it.

Provisions are made in s. 190 of the L.P.A., 1925, regarding the equitable apportionment of rents and charges by way of indemnity against such rents.

The second part of the proviso "charged exclusively on land in exoneration of other land," seems to refer to s. 49 (1) (*c*), of the S.L.A., which provides that a charge payable out of land disposed of under the Act and other land may, as between the tenant for life or statutory owner and his successors in title and the other party and persons deriving title under him (but without prejudice to the rights of the person entitled to the charge), be charged exclusively on the land disposed of or such other land in exoneration of the rest of the land subject to the charge.

Accepting my construction, the proviso to s. 10 (1) (c) does not apply to such a case as that with which I am dealing, and therefore, the charge given in favour of A is a "general equitable charge," and as such, is registrable under the L.C.A., 1925.

Let us see, then, what B has to do. Section 10 (2) reads:—

> "A land charge shall be registered in the name of the estate owner whose estate is intended to be affected except that, in case of a land charge registered before the commencement of this Act, under any enactment replaced by this Act, in the name of a person not being the estate owner, it may remain so registered until it is registered in the name of the estate owner in the prescribed manner."

So B must register in the name of the estate owner, but if there was before the Act a registration under s. 10 of the L.C.A., 1888, in the name of some person not now the "estate owner," that registration may remain until B is bound to register in the name of the estate owner. When that time arrives what is the result of non-registration within that time appears from s. 14 (2):—

> "After the expiration of one year from the first conveyance occurring after the commencement of this Act of a land charge of Class B or C created before such commencement, the person entitled thereto shall not be able to enforce or recover the land charge or any part thereof as against a purchaser of the land charged therewith, or of any interest in the land, unless the land charge is registered in the appropriate register before the completion of the purchase."

It follows that B must register against the estate owner within a year after the completion of his purchase from A. But suppose (as happened apparently in the case put to me) that the original owner has in the meantime developed the part of the estate retained (and charged) by him and sold it in lots to numerous purchasers who have thus become estate owners of their respective plots. What is poor B to do? How can he know in whose name the charge is to be registered? He cannot possibly tell. It will not do for him to register in the name of the original owner, who is not the estate owner, and the various plots of land may have passed from one owner to another. Probably he could not ascertain even to whom the original owner sold.

So B has no enforceable charge.

I think that the same result occurs if A were to sell to B after 1925 and after the sale of various purchases of other parts of the estate charged as if purchases of such parts were completed between the conveyance by A and the registration within the year of the land charge.

Apparently "purchase" in s. 14 means a purchase completed more than a year after the first conveyance occurring after the commencement of the Act.

What I have said only emphasises what has been said many times before and illustrates the imperfections of the system of registration adopted by the L.C.A., although I do not think that the particular point which I have dealt with to-day has been discussed before.

The defects in the present system of registration in the land charges register were well discussed in an article by the Chief Registrar which appeared at 75 SOL. J. 769. Sir John Stewart-Wallace pointed out, amongst other things, how unwieldy the register had become. At that time there were on the register about a million names, and, of course, there must now be many more. The Chief Registrar seems to consider that the only remedy is the impracticable one of the establishment of a land register in place of a names register. There are, however, defects in the present system which might be remedied without resort to so heroic a measure.

Mr. Frederick Ferdinand Smallpeice, J.P., retired solicitor, of Cross-lanes, Guildford, left estate of the gross value of £372,662, with net personalty £302,665. He left £1,000 to the Royal Surrey County Hospital.

Landlord and Tenant Notebook.

Misrepresentation in Determining Lease.

CASES in which parties have been induced to grant or to accept leases by untrue statements are numerous; cases in which the relationship has been put an end to in such circumstances are comparatively rare. But these things have happened, and may happen again, and the position is worth examining.

Some years ago the case of *Gray* v. *Owen* [1910] 1 K.B. 622, provided a somewhat unusual example. The facts were that a naval officer, stationed at Portsmouth, had taken a house at Havant for a term of three and one-eighth years with an option to determine at one quarter's notice if he should be ordered abroad. During the term, he was in fact ordered abroad; but (his wife being ill) he persuaded the Admiralty to cancel the order, he being placed on half-pay. After the cancellation, he gave a quarter's notice, leaving when it expired. More than six months later, the landlord found out what had happened. The house had been unoccupied all this time, the landlord having unsuccessfully offered it for sale with vacant possession. He thereupon sued the defendant in the county court for two quarters' rent, his case being that the misrepresentation vitiated the notice. The county court judge was against him on the construction of the tenancy agreement, holding that the giving of the order to serve abroad entitled the defendant to determine the tenancy and that, even if this were wrong, the plaintiff had accepted a surrender. The Divisional Court reversed this ruling, but agreed that the tenancy was no longer alive. And they then proceeded to turn the action into one for damages for breach of implied undertaking not to give notice to determine otherwise than contemplated, and allowed the appeal.

Substantial justice may have been done, but the decision cannot be considered entirely satisfactory. Damages which might have been awarded in a new trial might or might not have corresponded to the amount of two quarters' rent; the plaintiff might have been able to establish prospective damages, or the defendant that the plaintiff's efforts to dispose of the property had not been sufficiently serious.

No authority was cited on either side, but in the course of the argument Phillimore, J., referred to the case of *Bruce* v. *Ruler* (1828), 2 Man. & Ry. 3. That was an action in which a landlord, having been induced to accept a surrender from and a new tenant recommended by the defendant, found that the new man was insolvent, and must have been insolvent to the defendant's knowledge at the time of the surrender. He therefore sued for rent on the footing that the surrender was vitiated by fraud. Without saying much about it, the Court of King's Bench upheld a verdict in the plaintiff's favour. It certainly looks as if the rules relating to fraudulent concealment were unduly stretched by judges anxious to do substantial justice. Bayley, J., who had tried the case at first instance and approved his own direction at the hearing of the application for a rule, added, by way of postscript to the judgment of a colleague: "It is very desirable, if possible, to *make* people honest." In the experience of most of us it is, as far as the law is concerned, impossible, if desirable, to achieve that aim.

More consistency is to be found in authorities dealing with powers to determine reserved by landlords. Whenever these are found to be qualified by reference to specific objects or contingencies, their exercise for other purposes can be resisted. The leading case is *Russell* v. *Coggins* (1802), 8 Ves. 34. The power to determine arose only "if the premises shall be wanted for building," and, on the evidence, an injunction was granted restraining the landlord from ejecting a tenant, the circumstances (which pointed to treaty rather than agreement) being suspicious. The qualification was indeed a wide one, its impersonal phrasing probably being designed to meet a case in which the landlord desired to sell to builders; this, however, seems to be unnecessary (though L.T.A., 1927, s. 18 (1), is on similar lines); for in *Doe d. Wilson* (*Lady*) v. *Abel* (1814), 2 M. & S. 541, a power to resume possession of any or all of agricultural premises if at any time (during the twenty-one-year term) the lessor should be desirous of building thereon was held validly exercised though the building was to be done by contractors. Indeed, the defendant's chief complaint was that too much was wanted at a time, and Lord Ellenborough remarked that his argument amounted to a contention that the occupying animals were "to recede pedetentim foot by foot according as the buildings should advance."

In modern times *Russell* v. *Coggins* has been applied in a revenue case: *Southend-on-Sea Estates Co. Ltd.* v. *I. R. Commissioners* [1915] A.C. 428, which arose out of the famous statute that imposed an "undeveloped land" tax. Undeveloped land included land which could have been developed by exercising a power to determine; the lease in the above case reserved a power of entry, on one month's notice, for building purposes; but it was held that as the company did not intend building, they were not liable for tax.

When no purpose is specified, motive is, of course, immaterial. The same applies to an ordinary notice to quit; but a landlord's power to determine is usually inserted for some particular object known to both parties, and failure to particularise in the lease may lead to some hardship. In *Re Knight's and Hubbard's Underlease* [1923] 1 Ch. 130, it was clear that the object was to protect the landlord (an underlessor with a power to determine) against a possible claim for damages by the tenant if the sub-underlease were not determined; but when the underlease, head lease and freehold reversion were bought by the same individual, a friendly society who intended reconstructing the building, the sub-undertenant tried to obtain a declaration that notice served on him was invalid. The qualifications found in the sub-underlease were "if the lessor . . . be desirous . . ." and "he shall not exercise his option . . . unless he shall require to do so for the purpose of enabling him to exercise . . ." the other option. It was held that the company were entitled to give the notice, the various interests having been carefully kept alive so as to avoid merger. The undertenant may well have wondered whether the reference to desire was intended merely to protect him against an ascetic landlord.

Another kind of case in which the relationship of landlord and tenant may be determined by misrepresentation is the statutory tenancy; a landlord may obtain possession by falsely pretending that one of the recognised grounds exists. If he obtains judgment for possession on those lines, machinery is provided (in s. 4 (6) and (7) of the 1920 Act) for restoring the lost status and awarding the tenant damages, and concealment of material facts as well as misrepresentation are dealt with in the sub-sections.

Our County Court Letter.

LIABILITY FOR HARMFUL HAIR DYE.

THE use of a proprietary article (with the customer's knowledge) does not exempt a hairdresser from liability, as shown by the recent case of *Watkins* v. *Sutherley*, at Tredegar County Court. The plaintiff (aged forty-five years) claimed damages for negligence in the following circumstances: (1) Her hair being grey, she had had it dyed by the defendant's son in 1932, and again in March, 1933, whereupon she suffered from a rash at the back of her head, also from red spots and blisters; (2) she showed the marks to the defendant's son on her third visit (in May, 1933) but he nevertheless again used the dye without applying a test to her hair; (3) the result was that her face and head were covered with red patches, and the irritation involved the wearing of a linen mask in the daytime; (4) she

was therefore removed to the Cardiff Infirmary, and was unable to work for eight weeks. The defence was that (*a*) the plaintiff was told (on her first visit) of the danger of the dye, and a test was applied on a Saturday; (*b*) there being no ill effects, the dye was used on the Monday (without complaint) and a test was also applied twenty-four hours before the second and third applications of the dye—again without complaint; (*c*) the plaintiff had also been supplied with an explanatory booklet, which she admitted not having read. His Honour Judge Thomas gave judgment for the plaintiff for £8 special damage and £40 general damages, with costs.

THE REMUNERATION OF ESTATE AGENTS.

THE validity of a special bargain was recently upheld in *Winter* v. *Griffin*, at Stratford-on-Avon County Court, in which the claim was for £10 as commission for introducing the purchaser of a house. The case for the plaintiff (a draper) was that (1) at an auction sale a house was knocked down (for £530) to the defendant, who, in order to save stamp duty and costs, offered to re-sell to the Plaintiff for £630; (2) the plaintiff refused to buy at that price, but offered to disclose (for £10) the name of a possible purchaser; (3) the defendant agreed to pay such commission, but ignored the letter in which the plaintiff (having mentioned the agreed sum) disclosed the name. Liability was disputed, on the grounds that (*a*) the plaintiff was not instrumental in effecting the sale, as the ultimate purchaser's name was first mentioned to the defendant by two other persons; (*b*) even if the alleged agreement was in fact made, £10 was an excessive claim, as the house was re-sold for £587 10s. only, and £1 10s. would be ample remuneration. His Honour Judge Drucquer observed that (1) the price on the re-sale was immaterial, but the defendant, having made a smaller profit than he expected, was anxious to escape his bargain; (2) he had nevertheless not repudiated the letter, in which the terms (as well as the name of the ultimate purchaser) were set out. Judgment was therefore given for the plaintiff, with costs.

THE TENURE OF CLUB PROPERTY.

A TITLE by adverse possession was unsuccessfully pleaded in the recent case of *Henshaw and Others* v. *Talbot Catholic Club* at Salford County Court. The plaintiffs' case was that (1) in 1851, land at Eccles was conveyed to the trustees of the Roman Catholic Diocese of Salford, the predecessors in title of the plaintiffs, the first-named of whom was the present bishop; (2) in 1897, St. Mary's School was built on the site, and the basement had since been used by various parochial organisations, but chiefly by the club; (3) the latter was an unincorporated body, governed by a committee, of which the parish priest and curate had always been *ex-officio* members; (4) in November, 1933, notice to quit had been given, but the club had refused to give up possession. The defence was that (*a*) the club had paid rates, and had borne the cost of repairs, as the premises were a gift from the de Trafford family to the young men of the parish; (*b*) alternatively, as the club had been in possession for thirteen years, the plaintiffs' title was barred under the Real Property Limitation Act, 1874. In a reserved judgment, His Honour Judge Crosthwaite observed that (1) if the club had objected to other bodies using the premises, the priests would doubtless have insisted on the other meetings being held there; (2) even if the priests had not been members of the committee, the occupation by a fluctuating body (such as the club) was not "exclusive possession by another"; and (3) there had thus been no "going out of possession by the owners" within the above Act. An order was therefore made for possession in two months, with costs to the plaintiffs. Compare "The Liabilities of Club Committees" in the "County Court Letter" in our issue of the 10th February, 1934 (78 Sol. J. 96).

Reviews.

The 1931 *Form of a Building Contract.* By WILLIAM T. CRESWELL, one of His Majesty's Counsel. Assisted by C. G. ARMSTRONG COWAN, of the Middle Temple, Barrister-at-Law. 1933. Crown 8vo. pp. xi and (with Index) 171. London: Sir Isaac Pitman & Sons, Ltd. 7s. 6d. net.

This little volume, as its title indicates, deals exclusively with the 1931 form of a building contract, taking it clause by clause and expounding it in detail. The book begins with an interesting and useful introductory chapter on the subject generally and concludes with a comprehensive summary of the rights and duties of the parties to such a contract. The form of contract is set out in the appendix, and there is also a memorandum for the guidance of members of the Royal Institute of British Architects with suggestions for regularising procedure in matters incidental to the 1931 form. Serviceable index renders access to the subject of the volume very easy.

The Acts Relating to the Income Tax. By the late STEPHEN DOWELL, M.A. Second Supplement to the Ninth Edition, 1933. By W. B. BLATCH, B.A. (Oxon), Assistant Solicitor of Inland Revenue, and T. MACD. BAKER. Demy 8vo. pp. xlvi and (with Index) 589. London: H.M. Stationery Office. £1 1s. net, postage extra.

This Supplement, which embodies the contents of the First Supplement, and all the subsequent enactments and case law up to the end of 1933, comes as a welcome and belated aid to those who have to thread the mazes of income tax law. The annual appearance of Finance Acts and the frequent decisions make the law extremely hard to ascertain unless it is collected in a convenient form. With Dowell and this new supplement the practitioner can feel that he has before him the most up-to-date law, for at the beginning of the volume is a list of the results of appeals heard by the Court of Appeal during November and December, 1933, from judgments set out in the text. The amount of cases decided since the ninth edition was published can be gathered by the fact that the section devoted to case law and notes fills 400 pages, most of which are occupied with reports of cases. In these the practice of the ninth edition has been followed and the facts set out shortly, followed by verbatim excerpts from the judgments. Many of these cases are of the greatest importance, of which *Watson* (*Trustees of*) v. *Wiggins*, 17 Tax Cas. 728 (revocable settlement on a child); *Lord Glanely* v. *Wightman*, 17 Tax Cas. 634 (fees earned by stallions on a stud farm); and *Neumann* v. *Commissioners of I.R.* [1933] 1 K.B. 728 (liability to sur-tax of dividends of a property-owning company) are but examples. The type is clear, with the references to the pages of Dowell in bold figures; the book has been carefully prepared, and there are an adequately full index and a table of cases with references in bold figures to the pages at which the cases are reported in full. Reference from one volume to another is always inconvenient, and it seems that a work so indispensable to income tax lawyers might have been embodied in a tenth edition, in spite of the great bulk of the resulting volume. Perhaps the Stationery Office feared that no tax-payer could afford such a volume, or perhaps no editor had the courage to undertake the task.

Coulson and Forbes on the Law of Waters (*Sea, Tidal and Inland*). Fifth Edition. 1933. By H. STUART MOORE, F.S.A., of the Inner Temple, Barrister-at-Law. London: Sweet & Maxwell, Ltd. £3 3s. net.

The fifth edition of this work has been generally brought up to date, but is mainly remarkable for a valuable treatise upon the Land Drainage Act, 1930, which was passed after the last edition of the book was published. The editor devotes the whole of the second part of the volume to a consideration of that Act, and whilst the editing of the earlier part of the work will be acknowledged as exceptionally well done, it is to the new

Act and the effect of it that the interested practitioner will naturally turn. The Act has far-reaching effects, and whilst not a consolidating Act, repealed most of the statute law on the subject of the drainage of land and its protection and introduced a revised system of supervision. The matters with which this book is concerned are necessarily rather technical and not a little involved in the manner in which they are treated. It must be said, however, that the greatest care has been expended both in the text and in the citation of authorities, so that it remains, as for so many years it has been, the most reliable text-book on the subject. The learning and industry going to make up a treatise of this kind are incalculable. The volume is very well printed and bound. To those who have to advise on the matters treated in it this is a quite invaluable text-book.

Alteration of Share Capital. By P. Lea Reed, A.I.S.A., and C. Wright, A.C.A. 1934. Demy 8vo. pp. viii and (with Index) 143. London: Sir Isaac Pitman & Sons Limited. 5s. net.

This is an eminently practical book. While dealing with a specific example of capital reorganisation involving the reduction of share capital, it expounds the principles of registration work in connection with other forms of capital alteration. Incidentally one learns from it a good deal of the routine work of company administration, for the authors do not confine themselves to compiling a few tables, forms and precedents, but go thoroughly into the details of the undertaking, from forensic procedure down to the methods of adding and stamping and the facilities of inserting documents in envelopes for mailing. Such a work is a further illustration of the cramping effect which specialisation is having on the individual's initiative. By following its pattern most of the necessary adjustments may mechanically be made as contingencies arise. Nevertheless, tact and a sense of proportion are born of understanding and cannot be stereotyped. One is, therefore, glad to think that though the example of "Mr. Cute," the conscientious secretary of the efficiently managed "Probity Co.," is admirable to follow, there is room for the suggestions and creative powers of independent men and women. Secretaries and registrars of companies would be well advised to get intimately acquainted with this manual.

Books Received.

Tax Cases. Vol. XVIII, Part I. 1934. London: H.M. Stationery Office. 1s. net., postage extra.

The Legal Aspect of Industrial Diseases. By C. H. Spafford, of the Middle Temple, Barrister-at-Law. 1934. Demy 8vo. pp. xxxiv and (with Index) 273. London: Butterworth and Co. (Publishers), Ltd. 21s. net.

Preparation of Schemes and Orders under the Town and Country Planning Act. By S. Pascoe Hayward, B.A., of the Middle Temple, Barrister-at-Law. 1934. Royal 8vo. pp. ix and 81. London: Sir Isaac Pitman & Sons, Ltd. 21s. net.

Mathiesons' Traffic Tables, January to June, 1934. London: Fredc. C. Mathieson & Sons. 1s. net.

Yield Tables for £1 Shares. Compiled by L. Spencer. 1934. London: Fredc. C. Mathieson & Sons. 1s. net.

Snell's Principles of Equity. Twenty-first Edition. 1934. By H. Gibson Rivington, M.A.Oxon, Scott Scholar, Clement's Inn, Daniel Reardon and John Mackrell Prizeman, 1900. Demy 8vo. pp. clviii and (with Index) 660. London: Sweet & Maxwell, Ltd. £1 10s. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

Obituary.

Mr. J. E. G. de Montmorency.

Mr. James Edward Geoffrey de Montmorency, Barrister-at-Law, of Stone-buildings, Lincoln's Inn, died on Friday, 9th March, at the age of sixty-seven. He was educated at Peterhouse, Cambridge, and was called to the Bar by the Middle Temple in 1892. He was Quain Professor of Comparative Law in the University of London from 1920 to 1932. Mr. de Montmorency was on the staff of *The Times*, and also wrote papers on public international law and books on comparative law.

Mr. A. E. Adams.

Mr. Arthur Elford Adams, solicitor, of Truro, died recently at the age of eighty-two. Mr. Adams, who was admitted a solicitor in 1878, had been Clerk to the Justices of the South and West Powder Divisions for over fifty years.

Mr. D. J. Davies.

Mr. Daniel John Davies, solicitor, of Swansea, died suddenly on Saturday, 10th March. Mr. Davies, who was admitted a solicitor in 1901, was a member of the firm of Messrs. Aeron Thomas & Co.

Mr. S. G. Edridge.

Mr. Sydney George Edridge, O.B.E., solicitor, head of the firms of Messrs. Edridge, Son & Marten, and Messrs. Drummonds, of King William-street, E.C., and Croydon, died in a nursing home at Croydon on Thursday, 8th March, at the age of eighty. Mr. Edridge, who was admitted a solicitor in 1879, was Mayor of Croydon in 1897, and magistrates' clerk from 1899 to 1924. He was President of the National Association of Probation Officers for ten years.

Mr. T. H. Powell.

Mr. Thomas Hopkins Powell, solicitor, of Llandilo, died on Sunday, 4th March, at the age of sixty-six. Mr. Powell served his articles with Mr. J. Aeron Thomas, of Swansea, and was admitted a solicitor in 1893. In 1916 he was appointed to succeed the late Mr. Lewis Bishop as clerk to the justices of the Llandilo Division, and in 1927 he was appointed Coroner for the eastern division of Carmarthenshire. Mr. Powell had also been hon. secretary of the West Wales Law Society since 1925.

Mr. O. F. Read.

Mr. Odden Frederick Read, solicitor, of Mildenhall, died on Friday, 2nd March. He was admitted a solicitor in 1870, and on the death of his father, Mr. James Read, in 1876, he succeeded to the family practice at Mildenhall. Mr. Read had been Coroner for Thetford for sixty years, and he had also been Registrar to the Mildenhall County Court and Clerk to the Magistrates.

The New Solicitors Bill.

The Solicitors Bill, which was read a second time in the House of Commons last Tuesday, is intended to prohibit bodies corporate from purporting to act as Solicitors. The Lord Chancellor, moving the second reading of the Bill, said that it was designed to correct a defect in one section of the Solicitors Act, 1932. In *The Law Society* v. *United Service Bureau, Ltd.* (1933), 77 Sol. J. 815, the court held that a corporation or limited company could not be guilty of an offence under s. 46 of the Solicitors Act. It therefore followed as a result of this decision that the Solicitors Act could be evaded by persons forming themselves into a limited company for that purpose. The Bill was designed to forbid the doing by a limited company of an act which under s. 46 would be forbidden if it were done by an individual.

A UNIVERSAL APPEAL

To Lawyers: For a Postcard or a Guinea for a Model Form of Bequest to the Hospital for Epilepsy and Paralysis, Maida Vale, W.9.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

The Tenure of Challenge Cups.

Q. 2944. The G and District Rose Society was formed about forty years ago. A show has been held annually in July. The last show was held in July, 1932. Owing to financial reasons the society has been wound up and the assets distributed to the members. Certain cash prizes and certain challenge cups were offered for competition. The challenge cups were presented by certain donors. In a certain class a cash prize was offered, also a silver challenge cup presented by A to be handed to the winner. The cup will become the property of any competitor who wins three years in succession or five times in all. In July, 1932, it was won by X for the first time and the cup was presented to him. The members later met at the annual meeting and it was then decided not to continue the society. Resolutions were passed winding up the society and that the challenge cups should be returned to the donors. There is nothing in the rules specifying how long the winner should hold the challenge cups. X contends that he should hold the cup until the next show and refuses to deliver it up to the donor or the secretary of the society, as no time is specified in the rules as to when it should be delivered up. It is now proposed to sue X. Will you kindly inform us what form the action should take and who should be the plaintiff. It appears that as the society is now defunct the donor is the person to sue.

A. X merely held the challenge cup upon the terms laid down by the society. The latter was entitled to alter its rules, after the presentation of the cup to X, and the decision to return the cups to the donors was *intra vires*. As the society is defunct, it is doubtful whether the secretary can claim the cup, as he is *functus officio*. The donor, however, has a good title to the cup, both by virtue of the resolution of the society and under a resulting trust. The objects of the trust have failed before the trust property is exhausted, and there is therefore a resulting trust in favour of the settlor, viz., the donor of the cup. The latter should therefore be plaintiff, and the action should be (*a*) in detinue, claiming the specific return of the cup, and damages for its detention; (*b*) alternatively for a declaration that X holds the cup as trustee for the plaintiff, and for delivery up of the cup.

Mortgage—L.P.A., 1925, s. 115—Effect of Receipts intended to Operate as Transfers not Endorsed on or Annexed to the Mortgage.

Q. 2945. A executes a mortgage by demise of freehold property to B. C pays B the principal and interest due, and B executes a receipt in the statutory form showing the payment to have been made by C. Some time later D pays C the principal and interest due, and C executes a receipt in the statutory form (by a separate document not annexed to the original mortgage) showing the payment to have been made by D. A month later E pays the principal and interest due to D, who executes a receipt in the statutory form (by a separate document not annexed to the mortgage) showing the payment to have been made by E. E contends that the mortgage debt is validly vested in her. Your opinion is desired as to whether this is so. Assuming the two last documents were annexed to the mortgage deed, would they be valid transfers? What constitutes "annexation" within the Act?

A. We do not think that the mortgage debt and the securities for the same are properly vested in E, though the chain of receipts is probably some evidence of the title of E to the debt. We express the opinion that "annexation" for the purposes of L.P.A., 1925, means either physically attached to the mortgage at the time when the receipt is executed, or directed (in the body of the receipt) to be read as an annex to the mortgage. Further, we express the opinion that the receipts cannot now be physically attached to the mortgage so as to have the effect they would have had if they had been physically attached thereto when executed; that is to say, that annexation cannot be made *nunc pro tunc*. We know of no authority on the point raised.

The Costs of London Agents.

Q. 2946. A country solicitor acting for a client instructs his London agent to do certain work, and in due course the London agent renders his bill of costs to the country solicitor, less, of course, the usual one-third agency.

(*a*) Should the country solicitor debit his client as a disbursement with the amount of his London agent's bill, plus the one-third agency, or should the country solicitor extract the items from the London agent's bill and debit his client in the usual way as if in fact he had actually done the work? If the London agent's bill is charged as a disbursement against the country solicitor's client, it means that in some cases the latter is paying for letters written by the London agents to the country solicitor.

(*b*) Is a country solicitor entitled to charge his client with each individual letter he writes to his London agents?

A. (*a*) The country solicitor should incorporate, in his own bill against his client, all items—whether for work done by himself or by London agents—as if they were for work done by himself. The London agent's bill should not be treated as a disbursement. See *In re Pomeroy and Tanner* [1897] 1 Ch. 284.

(*b*) Individual letters cannot be charged, being comprised in the items of term fee or agency correspondence.

Preferential Payment to Tutor.

Q. 2947. P carried on a school in North London, and in May, 1933, executed an assignment for the benefit of his creditors. R worked for him as a tutor. P and R both state that R worked for him mornings and evenings regularly five days a week, but he also taught for the L.C.C. two or three evenings a week. P did not pay National Health or Unemployment in respect of him as R informed him that his income was in excess of £250 per annum. R was employed at £2 2s. per week by P. He claims that he is a servant of P entitled to preferential payment. I should like your opinion as to whether R is a "servant" entitled to preferential payment. His employment by P was not his sole employment. See *Walmsley* v. *Wests Patent Syndicate* (not reported); *Cairney* v. *Back*, 1906.

A. The question does not state whether the deed provides for preferential payments, but the latter can be supported under the Deeds of Arrangement Act, 1914, s. 17. R's position appears to have been indistinguishable from that of the music-master in *Ex parte Walter* (1873), L.R. 15 Eq. 412. R was, therefore, not a servant entitled to preferential payment.

To-day and Yesterday.

LEGAL CALENDAR.

12 MARCH.—Mr. Baron Watson was a soldier before he was a lawyer. The son of an infantry captain, he held commissions first in the Royal Dragoons and subsequently in the 6th Dragoons. After sharing the glories of the Peninsular War and the battle of Waterloo, he found peace-time soldiering tedious, and determined to exchange the sword for the gown. He was called to the Bar, where his cordial bonhomie and hearty, friendly disposition made him extremely popular. In 1856 he was raised to the bench, but on the 12th March, 1860, he was seized with apoplexy at the Welshpool Assizes, oddly enough, just after he had charged the grand jury. He died next day.

13 MARCH.—"Sympathy" was the last word uttered by Mr. Justice Talfourd when, in the middle of his charge to the grand jury at Stafford, he was seized with apoplexy and died on the 13th March, 1854. In this last address, he commented strongly on the mutual estrangement of the classes in English society, calling for closer understanding between rich and poor. This tragic incident inspired Lord Darling's poem: "The Oxford Circuit"—

"Pallid he turned as the bust, that, frigid, of Pentelic marble,
Fixes for ever his face, e'er he fainted and fell and lay silent.
Gone to its God is the soul and borne back a corpse to the Lodgings,
Naked the one as it came; robed the rest in the scarlet and ermine."

14 MARCH.—On the 14th March, 1912, Frederick Seddon heard an Old Bailey jury declare him guilty of murder. Asked what he had to say why sentence of death should not be passed, he delivered a lucid summary of the case. Then, raising his hand to take the Masons' oath, he swore by the Great Architect of the Universe that he was innocent. Mr. Justice Bucknill, who was then Provincial Grand Master of Surrey Freemasons, passed sentence in a voice faltering with emotion and breaking with tears, "You and I know we belong to the same brotherhood. I pray you again to make your peace with the Great Architect of the Universe."

15 MARCH.—As early as 1613, increasing infirmities had caused Lord Ellesmere to beg the King to allow him to resign the office of Lord Chancellor. Nevertheless, for four years more he held the Great Seal, and in 1616, rose another step in the peerage with the title of Viscount Brackley (or, as his jealous enemies had it, "Break-law"). At last, at the beginning of March, 1617, James agreed to his retirement, but only on the express stipulation that, unless his health grew worse, he should resume office in two years. Egerton was lying ill at York House when the King visited him and agreed to this arrangement. Less than a fortnight later, on the 15th March, he died.

16 MARCH.—Sir Littleton Powys died on the 17th March, 1732. He was a good, plodding judge, with no more than moderate intellectual powers and owed his promotion to the fact that he had taken arms in favour of William of Orange and read aloud the usurper's declaration at Shrewsbury. He became first a judge of the Chester Circuit, then a Baron of the Exchequer, and finally, a Justice of the King's Bench, whence he retired on a pension in 1726, at the age of seventy-eight.

17 MARCH.—When you and your father before you have for fifty years manufactured a celebrated essence of anchovies and employed your own son in the business, it seems a little hard to see the graceless boy go off and set up as a trade rival, using the family name. Such was the quarrel in *Burgess* v. *Burgess*, decided on the 17th March, 1853. Knight Bruce, L.J., began his judgment as follows: "All the Queen's subjects have a right if they will to manufacture and sell pickles and sauces and not the less that their fathers have done so before them. All the Queen's subjects have a right to sell these articles in their own names and not the less that they bear the same name as their fathers."

18 MARCH.—David Jenkins was appointed a judge of the great Sessions for Carmarthen, Pembroke and Cardigan on the 18th March, 1643.

THE WEEK'S PERSONALITY.

David Jenkins, now swallowed up by oblivion, is yet one of the great characters in legal history. His Welsh judgeship was thrust upon him to his own loss, for the salary was only £80, and the travelling expenses involved were double that amount. In the Civil War he actively embraced the King's cause. Captured by the Parliament, he denied the right of the revolutionary tribunals to try him, declaring that his adherence to the King was no treason, since the King was the fountain of justice. He refused a free pardon and a pension of £1,000 as the price of his allegiance, saying that "Never can I own rebellion, however successful, to be lawful." In prison for ten years, "amidst the sound of drums and trumpets, surrounded with an odious multitude of barbarians, broken with old age and confinement," afterwards released under surveillance—during this time he compiled his work, "Eight Centuries of Reports." On the Restoration, he did not reap the reward of his loyalty in a judgeship in the superior courts, because, it is said, he would not give money to the then Lord Chancellor. Well has it been said of him: "A mighty athlete in the vast arena of the first English Revolution was one of our greatest lawyers whose moral intrepidity exceeded even his profound erudition in the laws of our constitution . . . Judge Jenkins takes no station in the page of our historians, yet he is a statue which should be placed in a niche."

TWO VERSIONS.

Legal anecdotes have a protean propensity for turning up in all sorts of altered and apocryphal shapes, aggravating to anyone who wants to transmit them accurately. Thus, for example, Tindal, C.J., is supposed to have said that, whereas Scarlett, afterwards Lord Abinger, "had contrived a machine by using which while he argued he could make the judges' heads nod at his pleasure, Brougham had got hold of it but, not knowing how to manage it, the judges, instead of nodding, shook their heads." Actually, this seems to be derived from an observation which Scarlett himself made to Lord Houghton, that his success was mainly due to his habit of seldom addressing a jury collectively, but of selecting one or two of them—generally one, and by no means always the foreman—with whom he reasoned as best he could, placing himself in mental communication with him and going on till he appeared to have convinced him. He added that "Brougham at one time detected my process and imitated me as he could, but, somehow or other, he always hit on the wrong man."

A CHANCELLOR'S MANSION.

Brougham Hall, in the County of Westmorland, from which the first Lord Brougham and Vaux took his title, has just been sold to an adjoining landowner by the present head of the family. Henry Brougham, who raised himself to the Chancellorship, and his name to the peerage, was fond of asserting that Brougham Hall was identical with Broacum in the "Itinerary of Antoninus," although his family's connection with it dated from less than a century before his time, Scales Hall in Cumberland having been its former seat. Perhaps it was such assertions of antiquity which raised doubts as to Lord Brougham's right to the house and land, for in 1846, certain persons claiming to be the heirs of former owners, actually tried to seize the mansion *manu forte*. The result was a trial at the Westmorland Assizes, where Sir Thomas Wilde (afterwards Lord Chancellor Truro) representing the ex-Chancellor, proved a clear title by occupation for more than sixty years and obtained a verdict. Though he hinted at possession in the time of Antoninus, he wisely remarked that "to go further would be to overload the case with unnecessary proof."

Notes of Cases.

House of Lords.

Harman *v.* Official Receiver.

6th February, 1934.

Bankruptcy Jurisdiction—Appeal to House of Lords—Bankruptcy Act, 1914, s. 108.

This was a preliminary objection taken by the respondent on the question of jurisdiction and the dismissal of the appeal of M. C. Harman from an order of the Court of Appeal dated 10th February, 1933. The court had by that order dismissed an application by Harman to extend the time for complying with a previous order of 24th October, rescinded their previous order and restored an order of adjudication against Harman. The Court of Appeal on 24th February, 1933, refused Harman leave to appeal to the House of Lords. The questions arising for decision were whether having regard to s. 108 the appeal to the House would lie, and whether the Court of Appeal had jurisdiction to restore the order of adjudication. In February, 1933, the Court of Appeal, as above stated, refused an extension of time and restored the order of adjudication against Harman. The Attorney-General took the preliminary objection that no appeal lay to the House.

Lord Tomlin, in giving judgment, said that on 24th February, 1933, the appellant applied to the Court of Appeal for leave to appeal to the House of Lords against the order of 10th February and that leave was refused, notwithstanding he had appealed, and the point raised was whether that appeal was competent. The respondent based his case on s. 108, and contended that this was an appeal in a bankruptcy matter, and that the appeal was not competent because the leave of the Court of Appeal had not been obtained. There was no doubt, apart from the considerations which had been placed before the House on behalf of the appellants, that the order appealed from was an order in a bankruptcy matter and fell within the case of *Chatterton* v. *City of London Brewery Co.* [1915] A.C. 61. It had been urged on behalf of the appellants that the appeal was competent for the reason that the order was made without jurisdiction, because under s. 108 the courts having jurisdiction in bankruptcy which might review, rescind or vary any order made by them under bankruptcy jurisdiction were by the definition contained in s. 96 confined to the High Court and county courts. Therefore it was argued that the Court of Appeal had no such powers, and in acting without them such order was a nullity. If the order was a complete nullity it was difficult to see where the jurisdiction of the House of Lords lay. If it was to be regarded as an order of the Court of Appeal and therefore *primâ facie* an order with regard to which there was a right of appeal to the House of Lords under the Appellate Jurisdiction Act, 1876, it must also be treated as an order in the matter in respect of which it purported to be made. It undoubtedly purported to be made in a bankruptcy matter, and, indeed, the appellant had so treated it in his petition of appeal. If it was in fact to be treated as an order made in a bankruptcy matter, then it fell within the provisions of s. 108 (2) (*b*), which expressly limited the right of appeal to the House of Lords. For those reasons the appeal to the House of Lords must be held to be incompetent and the appeal must be dismissed.

Lords Warrington, Russell, Macmillan and Wright concurred.

Counsel: *F. de Verteuil* and *G. G. Beagley; The Attorney-General* (Sir Thomas Inskip), K.C., and *C. Tindale Davis.*

Solicitors: *V. Reece-Jones; Solicitor to Board of Trade.*

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

BOROUGH OF WALSALL.

The next General Quarter Sessions of the Peace for the Borough of Walsall will be held at the Guildhall, Walsall, on Thursday, the 5th day of April, 1934, at 10 o'clock in the forenoon.

High Court—Chancery Division.

Mills *v.* Drummond.

Clauson, J. 28th February, 1934.

Municipal Election—Misleading Circular—False Statements—Proof—Municipal Elections (Corrupt and Illegal Practices) Act, 1911, s. 1.

This was a motion for an injunction restraining Mrs. Flora Drummond of the Women's Guild of Empire from making or publishing statements to the effect that he Mr. Mills was the sort of person to use or had used his position as chairman of the entertainments committee of the London County Council to further the showing or exploitation of wild animals at circuses, whether or not for his own commercial gain, or any similar statement as to Mr. Mills's personal character or conduct. The defendant Mrs. Drummond was the chairman or occupied some such position in the Women's Guild of Empire. The defendant Miss Shawyer was described as the organising secretary. The motion came before Crossman, J., on 16th February, and Mrs. Drummond had now put in an affidavit and Miss Shawyer had also put in an affidavit saying that she had nothing to do with the circular. The action was started under the Municipal Elections (Corrupt and Illegal Practices) Act, 1911, s. 1, but there was no reflection on the integrity of Mr. Mills nor any suggestion that he had abused his power.

Clauson, J., in giving judgment, said that Mrs. Drummond accepted the responsibility for having issued the circular. Mrs. Drummond appeared to have very strong views as to the undesirability of circus performances in so far as they introduced the exhibition of wild captive animals. Apparently, the issuing of the circular, although directed to the particular election, was part of that matter, because of the view which Mrs. Drummond held that exploitation of that kind should stop. But the only question he had to consider was whether the circular was a false statement of fact in relation to the personal conduct of Mr. Mills, and in considering that he was instructed by the Legislature that for the purpose of granting an injunction *primâ facie* proof of the falsity of the statement was sufficient. There was not a single word in the evidence which suggested that Mr. Mills had used his position for his own commercial gain. Accordingly, if the true construction of the circular was, as it appeared to be, that Mr. Mills had improperly used his public position for his own personal gain, it was clear that a statement had been made carelessly or under a misapprehension of the facts by those who had made the statement. It was not suggested that Mr. Mills had used his position in that way, but the fact remained that language had been used from which the recipient of the circular could only conclude that Mr. Mills had been guilty of conduct with which nobody now charged him. He must grant an injunction to restrain the further circulation of the misleading circular. With regard to Miss Shawyer, she disclaimed all responsibility. The injunction would go only against Mrs. Drummond, and she would pay Mr. Mills's costs of the motion.

Counsel: *Spens*, K.C., and *Cyril Radcliffe; Martin O'Connor, Miss Constance Colwill.*

Solicitors: *Collyer-Bristow & Co.; Edmond O'Connor and Co.*

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

Attorney-General *v.* Eastbourne Corporation.

Luxmoore, J. 6th, 7th and 8th February and 2nd March, 1934.

Local Government — Corporation — Entertainments — Lease — Variety Entertainment — Bandstand — Not "Building"—Refreshments.

This action was brought by the Attorney-General on the relation of the Eastbourne Pier Company. The Eastbourne

Corporation Act, 1926, s. 17, authorised the corporation to pay for or contribute towards the provision of bands of music, concerts and other entertainments. It also provided (substantially) that no cinematograph films should be shown at any entertainment provided by the corporation, and that the corporation should not use any building referred to in the section for the performance of stage plays by professional companies of performers, nor for any performance in the nature of a variety entertainment. It was alleged that the defendants had provided stage plays and variety entertainments at the Winter Garden and the Redoubt Bandstand and unauthorised shows at the Pavilion Cinema. The defendants said that the entertainments were given by lessees, and also denied that the Redoubt Bandstand was a building within the section. It was further alleged that at the Winter Garden the defendants carried on the business of entertainment caterers, dance hall proprietors and restaurateurs contrary to the Act. An injunction was sought to restrain the corporation from carrying on these activities.

LUXMOORE, J., in giving judgment, said with regard to the letting of the Pavilion Cinema that though the corporation received a percentage of the receipts, provided the cashiers, operators and attendants, paid for part of the advertisements and retained a right to control the entertainment given, the tenancy was genuine and not a colourable device to cloak the provision of entertainments by the corporation. With regard to the Winter Garden, the entertainments there were in the nature of variety entertainments, and the incidental sketches were stage plays within the Theatres Act, 1843, s. 23, but again the letting was a genuine one. As to certain dances provided by the corporation, the fact that they included exhibitions of dancing and the singing of songs did not turn them into variety entertainments. As to Sunday evening concerts of instrumental music, the inclusion of two or three items by variety artists, though a matter of degree, did not turn the concerts into variety entertainments. As to a special Christmas entertainment, provided by members of the band without extra pay as a purely voluntary performance, though the corporation charged for admission, they were not themselves using the Winter Garden for a performance prohibited by the section. As to the performances presented on the bandstand while the audience stood in the open or in shelters, these were in substance in the open air and the bandstand was not a "building" within the section. As to the provision of refreshments, though the authorisation of dances implied an authority to provide refreshments at them, this authority could not extend to other entertainments not run by the corporation. On this last issue only the plaintiff succeeded.

COUNSEL: *Henn Collins*, K.C., and *Valentine Holmes*; *Spens*, K.C., and *C. E. Harman*.

SOLICITORS: *Steadman, Van Praagh & Gaylor*; *Sharpe, Pritchard & Co.*, agents for *H. West Fovargue*, Town Clerk, Eastbourne.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Atholl *v.* Read.

Avory, Acton and Charles, JJ. 26th February, 1934.

PROCEDURE PROSECUTION UNDER LOTTERIES ACTS CONVICTION—CASE STATED—TRANSMITTED TO COURT BEFORE NOTICE OF APPEAL GIVEN TO PROSECUTION—APPEAL STRUCK OUT.

An information was preferred last year by Chief Inspector Read against the Duke of Atholl alleging that he had unlawfully sold a ticket in a lottery on the 26th September, 1933. The case was heard at Bow Street Police Court on the 14th November, and on the 24th November he was convicted of selling the ticket and fined £25 and ordered to pay a certain sum for costs. The Duke of Atholl asked for a case to be stated for the opinion of the High Court. The form of the case was settled by counsel, and on the 6th February, 1934, the magistrate approved and signed it. On the 16th February the Duke's solicitor filed the case stated in the High Court and at the same time he intimated that he had done so to the solicitor for the prosecution and forwarded a copy of the case and of the notice of appeal. Section 2 of the Summary Jurisdiction Act, 1857, however, provided that the notice of appeal must be given to the other side before the case stated was transmitted to the High Court, and the prosecution now suggested that the court had no jurisdiction to hear the appeal. The present application was by the Duke of Atholl for leave to proceed with the appeal notwithstanding the irregularity.

AVORY, J., said that it was impossible, consistently with the decided cases, to give effect to the application. The decided cases had held that the giving of the notice of appeal with a copy of the case stated before the case was transmitted to the High Court was a condition precedent which could not be waived and without compliance with which the court had no jurisdiction to entertain the case. It became necessary, therefore, to consider the alternative suggestion that the Duke of Atholl might be permitted to withdraw the case and forthwith to re-file it so as to allow the notice of appeal to be given before the re-filing. The statute, however, required that an appellant should "apply in writing" to the justices to state a case "within three days" after the determination, and it was impossible for the Duke of Atholl now to comply with that requirement. The only way in which effect could be given to the alternative suggestion would be if it were possible to begin the proceedings entirely *de novo*, which would mean the issue of a further summons. That was impossible because the charge had to be brought within six months of the commission of the offence. The court had no jurisdiction to entertain the appeal, and the only order which they could make was that it should be struck out.

ACTON and CHARLES, JJ., concurred.

COUNSEL: *Norman Birkett*, K.C., and *G. O. Slade*, for the Duke of Atholl; *The Solicitor-General* (Sir Donald Somervell, K.C.) and *Eustace Fulton*, for the prosecution.

SOLICITORS: *Walter Crimp & Co.*; *Treasury Solicitor*.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

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Parliamentary News.

Progress of Bills.

House of Lords.

Air Force Reserve (Pilots and Reservists) Bill.
Read First Time. [13th March.
Aire and Calder Navigation Bill.
Read Second Time. [14th March.
Arbitration Bill.
In Committee. [13th March.
Brighton Hove and Worthing Gas Bill.
Read First Time. [14th March.
British Hydrocarbon Oils Production Bill.
Read First Time. [8th March.
Diseases of Fish Bill.
Read Third Time. [8th March.
Dyestuffs (Import Regulation) Bill.
Read Second Time. [13th March.
Gas Undertakings Bill.
Read Second Time. [8th March.
Indian Pay (Temporary Abatements) Bill.
Read First Time. [14th March.
Mining Industry (Welfare Fund) Bill.
Read First Time. [14th March.
Ministry of Health Provisional Order (Crosby, Litherland and Waterloo Joint Cemetery District) Bill.
Read Second Time. [14th March.
Ministry of Health Provisional Order (Rochester, Chatham and Gillingham Joint Sewerage District) Bill.
Read Second Time. [14th March.
Ministry of Health Provisional Order (Wirral Joint Hospital District) Bill.
Read Second Time. [14th March.
Public Works Facilities Scheme (Boston Corporation) Bill.
Considered on Report. [14th March.
Rural Water Supplies Bill.
Read First Time. [14th March.
Shops Bill.
In Committee. [13th March.
Solicitors Bill.
Read Second Time. [13th March.
Supply of Water in Bulk (No. 2) Bill.
Amendments Reported. [13th March.
Torquay Corporation Bill.
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House of Commons.

Adoption of Children (Workmen's Compensation) Bill.
Reported, with Amendments. [13th March.
Brighton Hove and Worthing Gas Bill.
Read Third Time. [13th March.
British Sugar (Subsidy) Bill.
Read First Time. [7th March.
Church House (Westminster) Bill.
Reported, with Amendments. [8th March.
Diseases of Fish Bill.
Read First Time. [8th March.
Indian Pay (Temporary Abatements) Bill.
Read Third Time. [13th March.
Marriage Act (1886) and Foreign Marriage Act (1892) Amendment Bill.
Read Second Time. [9th March.
Mining Industry (Welfare Fund) Bill.
Read Third Time. [13th March.
Ministry of Health Provisional Order (Accrington) Bill.
Read Second Time. [14th March.
Ministry of Health Provisional Order (Blackburn) Bill.
Read First Time. [8th March.
Ministry of Health Provisional Order (Watford) Bill.
Read Second Time. [14th March.
North Atlantic Shipping Bill.
In Committee. [14th March.
Overseas Trade Bill.
Read Second Time. [13th March.
Post Office (Sites) Bill.
Read Second Time. [7th March.
Rural Water Supplies Bill.
Read Third Time. [13th March.
Shops (Sunday Trading Restriction) (Scotland) Bill.
Read First Time. [8th March.
Somersham Rectory Bill.
Read Second Time. [12th March.
South Metropolitan Gas (No. 1) Bill.
Read Third Time. [12th March.

Questions to Ministers.

ROAD TRAFFIC ACT (THIRD-PARTY RISKS).

Vice-Admiral CAMPBELL asked the Minister of Transport whether he proposes to alter the third-party clause in the Road Traffic Act so as to cover the loopholes which at present enable insurance companies to evade reasonable claims.

Mr. STANLEY: I have the existing provisions in this matter under review at the present time. [12th March.

Societies.

University of London: King's College.

SOME DIFFICULTIES OF LAW REFORM.

1.—DANGERS OF CODIFICATION.

Sir CHARLES ODGERS, B.C.L., delivered a lecture on this subject at King's College on the 8th March. No student of our present law, he said, could possibly claim that it was either simple or clear. Not all the difficulties and obscurities arose purely because our rules of law were archaic and out of date, for the property legislation of 1925 bristled with difficulties. One method of law reform was by judgments of courts calculated to remove doubt on certain points—e.g., Lord Atkin's speech in the case of *McAlister* v. *Stevenson* ([1932] A.C. 562; 76 SOL. J. 396) explaining *Heaven* against *Pender*

The weakness of reform by means of judgments was, however, that a decision was only applicable as an authority to the facts it dealt with, and any expression of opinion outside the case was *obiter*. The second method of reform was by codifying or consolidating statutes. Work had already been done in this direction in the Companies Act, 1929, the Partnership Act, 1890, and the Larceny Act, 1916. The question was whether this codification, at present very partial and scattered, should go on until the whole of the law was codified.

The initial difficulty was that little was known in this country about complete codification of all the law, and any knowledge must come from abroad. Austen's remarks on the French and Prussian codes did not suggest a particularly hopeful view, but he had advocated a code for this country and condemned judge-made law in the strongest possible language. He further maintained that where a large amount of judiciary law existed the supplementary statutory law must itself be bulky, irregular and incomplete, for it was fashioned on the judiciary law. This, in Austen's opinion, was our greatest difficulty in codification. Professor Sheldon Amos had also urged the complete codification of English law and had drafted a skeleton code. He had pointed out that there were peculiar difficulties; a large number of our legal terms were not used in the same sense in all connotations. In a code the first requirement would, presumably, be that the same meaning should be attached to the same word throughout, and our codifiers would have an almost superhuman task in settling the exact implication of such words as malice and *mens rea*. Moreover, a code would no doubt have to embody the law of the constitution, and thus challenge the tradition by which it was unwritten.

If a code postulated a reasoned logical basis, it was difficult to see how our heterogeneous mass of law, made at various times to stop various leaks, could ever find a place in it. If it could, its growth would stop, and the shining virtue of our common law—its elasticity and adaptability—would go. Even in a code it might be possible to argue that a case fell or did not fall within the purview of a certain defined principle, but a code would, none the less, be a rigid law of language as against a flexible law of principles. Statutes were so patched into the common law that a codifier who had to state the existing law on, for instance, procuring breaches of contract would have an unenviable task, so confused were the law and the *dicta* and decisions containing it. The derivation of case law from the two sources of common law and equity would introduce another difficulty; there was still an important distinction between the legal and equitable affecting, for example, choses in action, and to codify both sets of rules would hardly make for simplicity. A code would probably be considered as the embodiment of the law, if not for all time, for a very considerable time, and there would consequently be difficulty and delay in adapting the statute law to present needs. It was doubtful whether a code would introduce simplicity. Our statutes could not be said to have simplified the law or to have diminished the amount of litigation or the questions arising from their application.

EXPERIENCE IN INDIA.

The law of India was to a large extent codified, with the striking exception of the law of torts—which, however, was not much used, the criminal law being preferred. Codes had been adopted in India because the pre-British law had been confused and uncertain and not universally applicable in a country of diverse races and religions. The personal law had been everything and the public law, with the exception of the fairly regular execution of murderers, practically nothing. There was great necessity for a simple, plain statement of the law. Confusion was, of course, introduced in India by the existence of no less than seven High Courts, whose decisions did not bind one another, and of a large number of unofficial series of law reports. To make out a case for the plainness and simplicity of the Indian codes was an appalling prospect. The number of text-books turned out was astonishing and many of them quoted enormous numbers of cases. Sir Charles mentioned a few of the innumerable departments in which great difficulty existed in the interpretation of the Indian codes. It might be an answer, he suggested, to say that a complete English code would not be open to these defects or questions. On his Indian experience, however, he was strongly of the opinion that instead of diminishing the mass of case law, codification would only increase it. This fact was assuredly to be faced, and codification was not necessarily a panacea for the present state of our law.

Birmingham Law Society.

The following have been elected members of the Committee of the Birmingham Law Society for the year 1934-35 :—Messrs. C. E. Barker, E. R. Bickley, Lyon Clark (West Bromwich), J. F. Crowder, C. A. A. Elton, E. Evershed, W. C. C. Gell, G. A. L. Hatton, J. T. Higgs (Brierley Hill), K. V. Hooper (Dudley), G. Huggins, Siward James, Wilfrid C. Mathews, S. Morris, F. H. Pepper, G. A. C. Pettitt, R. A. Pinsent, C. H. Saunders, A. C. Sherwin, P. J. Slater (Darlaston), L. Arthur Smith, S. Smith, G. Tyndall, S. Vernon, J. F. West, G. H. Willcox, and F. H. C. Wiltshire.

United Law Society.

A meeting of the United Law Society was held on 12th March, in the Middle Temple Common Room. Mr. H. Shanly proposed : " That in the opinion of this House men of wealth are and have been of greater benefit to mankind than men of genius." Mr. H. Wentworth Pritchard opposed. Messrs. A. A. Baden Fuller, O. T. Hill, T. A. Holford, R. W. Bell, J. H. Menzies, J. C. Hales, H. S. Palmer and Miss P. Bird spoke, and Mr. Shanly replied. The motion was lost by nine votes.

Union Society of London.

The next meeting of this Society will be held on the 21st March at 8.15 p.m. in the Middle Temple Common Room. The motion for debate is : " That the wearing of political uniforms in public should be banned." This motion will be proposed by the Vice-President, Mr. D. W. A. Llewellyn and opposed by a member of the British Union of Fascists, Mr. Thorne. All gentlemen are invited to join this debate and should they wish to become members of the Society they may apply to the Hon. Secretary at No. 30, Buckingham-gate, Westminster, S.W.1.

University of London Law Society.

The University of London Law Society held its annual dinner at Kettner's Restaurant, on the 7th March. The dinner was a great success ; the speeches were excellent and achieved that brevity which is the soul of wit. Among those present were the Hon. Mr. Justice Langton, Mr. Norman Birkett, K.C., Mr. Cartwright Sharp, K.C., Dr. Allen Mawer, Provost of University College, Sir Maurice Amos, K.C., Quain Professor of Comparative Law, and Professor Chambers, Quain Professor of English.

The Medico-Legal Society.

An ordinary meeting of the Society will be held at 11, Chandos-street, Cavendish-square, W.1, on Thursday, the 22nd March, at 8.30 p.m., when a Paper will be read by D. H. Kitchin, Esq., Barrister-at-Law, on : " Heart Disease in Workmen," which will be followed by a discussion. Members may introduce guests to the meeting on production of the member's private card.

Solicitors' Benevolent Association.

The monthly meeting of the board of directors of this Association was held at The Law Society, Chancery Lane, London, on the 7th March, with Mr. T. G. Cowan in the chair. The other directors present were Sir A. Norman Hill, Bart., Sir E. F. Knapp-Fisher and Messrs. Ernest E. Bird, Arthur C. Borlase (Brighton), P. D. Botterill, C.B.E., A. J. Cash (Derby), E. R. Cook, C.B.E., T. S. Curtis, E. F. Dent, R. Epton (Lincoln), Alan G. Gibson, A. T. Keeling, G. Keith, Chas. W. Lee, C. G. May, R. C. Nesbitt, L. F. Paris (Southampton), H. F. Plant, P. J. Skelton (Manchester), A. B. Urmston (Maidstone), and T. Gill (Secretary) ; £688 was distributed in grants to deserving cases ; fifty-nine new members were admitted ; and other general business was transacted. Owing to the resignation of Mr. Owen J. Humbert as Vice-Chairman, Mr. T. G. Cowan was elected in his place.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room on Tuesday, 13th March (Chairman, Mr. B. W. Main), the subject for debate was : " That the case of *Knott* v. *L.C.C.* [1934] 1 K.B. 126, was wrongly decided." Mr. G. R. Hardy opened in the affirmative. Mr. H. Peck opened in the negative. Mr. E. C. Durham seconded in the affirmative. Mr. R. Vibert seconded in the negative. The following also spoke : Mr. G. M. Parbury, Miss V. A. Hastie, Messrs. S. Samson, E. V. E. White, C. R. Dale, H. E. Piffe Phelps, W. L. F. Archer, P. Dean and M. C. Batten. The opener having replied, and the Chairman having summed up, the motion was lost by one vote.

Solicitors' Managing Clerks' Association.

A meeting will be held on Friday, 23rd March, in the Middle Temple Hall, by kind permission of the Benchers, when Mr. Frederick Van den Berg, K.C., will deliver a lecture on " Misrepresentation as affecting Contracts." The chair will be taken at 7 o'clock precisely by The Right Hon. Viscount Finlay, K.B.E. The meeting ends at 8 p.m.

Legal Notes and News.

Honours and Appointments.

The King has approved the appointment of Mr. C. L. STOCKS, an Assistant Secretary in H.M. Treasury, to be a Commissioner of Crown Lands in succession to Mr. A. S. Gaye, C.B., O.B.E., who has been appointed to be the United Kingdom representative on the Phosphate Commission. These appointments will take effect on 1st April next.

The King has been pleased to direct that Sir SHADI LAL be sworn of the Privy Council and be appointed a member of the Judicial Committee of the Privy Council under the Appellate Jurisdiction Act, 1929, in the place of The Rt. Hon. Sir Dinshah Fardunji Mulla, C.I.E., who has resigned owing to ill-health.

The King has been pleased to approve the appointment of Mr. ASOKE KUMAR ROY, Barrister-at-Law, as Advocate-General for the Presidency of Bengal in the vacancy which will be created by the appointment of Sir Nripendra Nath Sircar to be a Member of the Executive Council of the Governor-General of India.

Mr. JOHN F. CARMONT, K.C., has been nominated for appointment as a Senator of the College of Justice, to fill the vacancy caused by the death of Lord Sands.

The Lord Chancellor has appointed Mr. STANLEY EDWARD WILKINS to be the Registrar of Buckingham County Court as from the 5th March, 1934.

Nottingham City Council have decided to confer the honorary freedom of the city on the Town Clerk, Mr. WILLIAM JOHN BOARD, who has held the position for twenty-one years. Mr. Board was admitted a solicitor in 1900.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS, or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

ARDEN SCHOLARSHIP AT GRAY'S INN.

The Arden Scholarship of 1934 (£150 a year for three years) has been awarded to Mr. Edward Bigelow Jolliffe, of Christ Church, Oxford, a student of the society.

SHERIFFDOM OF PERTH AND ANGUS.

The Secretary for Scotland has made an order under s. 31 (2) of the Administration of Justice (Scotland) Act, 1933, uniting the county of Perth and the county of Forfar (commonly called Angus) into one sheriffdom, to be called the Sheriffdom of Perth and Angus. The order, which is dated 6th March, will not come into force until it has been approved by a resolution of each House of Parliament.

BILL TO PERMIT ENGLISH IN JERSEY COURTS.

A Bill has been presented to the Jersey States under the terms of which, after adoption, the use of English will be permitted in criminal cases before the courts of the island, and all documents relating thereto may be presented in English. French prisoners could request that the trial be conducted in French.

INCORPORATED ACCOUNTANTS' EXAMINATIONS.

The next examination of candidates for admission to the Society of Incorporated Accountants and Auditors will be held on 30th April, 1st, 2nd and 3rd May, in London, Manchester, Cardiff, Leeds, Glasgow, Dublin, Belfast, Cape Town, Johannesburg and Durban.

Women are eligible under the Society's Regulations to qualify as Incorporated Accountants upon the same terms and conditions as are applicable to men.

Particulars and Forms are obtainable at the office of the Society, Incorporated Accountants' Hall, Victoria Embankment, London, W.C.2.

CERTIFIED ACCOUNTANTS.

The next examinations of the London Association of Certified Accountants will be held on 5th, 6th and 7th June in Belfast, Birmingham, Bristol, Cardiff, Cork, Dublin, Edinburgh, Glasgow, Hull, Leeds, Liverpool, London, Manchester, Newcastle-on-Tyne, Nottingham, Plymouth and Sheffield. Women are eligible under the Association's regulations to qualify as certified accountants upon the same terms and conditions as are applicable to men. Particulars and forms are obtainable at the office of the Association, 50, Bedford-square, London, W.C.1.

Mr. Frank Turner, solicitor, of Chester, left £8,952, with net personalty £8,557.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.		EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part I.	MR. JUSTICE MAUGHAM. Non-Witness.
		Mr.	Mr.	Mr.	Mr.
Mar.	19	More	Jones	*Ritchie	Andrews
,,	20	Hicks Beach	Ritchie	*Andrews	More
,,	21	Andrews	Blaker	*More	Ritchie
,,	22	Jones	More	*Ritchie	Andrews
,,	23	Ritchie	Hicks Beach	Andrews	More
,,	24	Blaker	Andrews	More	Ritchie

		GROUP I. MR. JUSTICE BENNETT. Witness. Part II.	MR. JUSTICE CLAUSON. Non-Witness.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part II.	MR. JUSTICE FARWELL. Witness. Part I.
		Mr.	Mr.	Mr.	Mr.
Mar.	19	*More	Blaker	Jones	*Hicks Beach
,,	20	Ritchie	Jones	*Hicks Beach	*Blaker
,,	21	*Andrews	Hicks Beach	Blaker	*Jones
,,	22	More	Blaker	*Jones	Hicks Beach
,,	23	*Ritchie	Jones	Hicks Beach	*Blaker
,,	24	Andrews	Hicks Beach	Blaker	Jones

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 22nd March, 1934.

	Div. Months.	Middle Price 14 Mar. 1934.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	111	3 12 1	3 6 2
Consols 2½%	JAJO	80½xd	3 2 1	—
War Loan 3½% 1952 or after	JD	103½	3 7 8	3 5 0
Funding 4% Loan 1960-90	MN	113½	3 10 6	3 4 6
Victory 4% Loan Av. life 29 years	MS	110½	3 12 5	3 8 6
Conversion 5% Loan 1944-64	MN	118	4 4 9	2 16 7
Conversion 4½% Loan 1940-44	JJ	110¾	4 1 3	2 13 3
Conversion 3½% Loan 1961 or after	AO	102¾	3 8 2	3 6 10
Conversion 3% Loan 1948-53	MS	99¾	3 0 2	3 0 4
Conversion 2½% Loan 1944-49	AO	94¼	2 13 0	2 19 7
Local Loans 3% Stock 1912 or after	JAJO	91¾xd	3 5 5	—
Bank Stock	AO	373	3 4 4	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	83	3 6 3	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	90	3 6 8	—
India 4½% 1950-55	MN	111½	4 0 9	3 10 11
India 3½% 1931 or after	JAJO	91xd	3 16 11	—
India 3% 1948 or after	JAJO	79xd	3 15 11	—
Sudan 4½% 1939-73	FA	113	3 19 8	1 15 0
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 7 6
Tanganyika 4% Guaranteed 1951-71	FA	109	3 13 5	3 6 0
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	101	2 19 5	2 18 0
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109½	4 2 2	3 4 1
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	108	3 14 1	3 12 0
*Australia (Commonw'th) 3¾% 1948-53	JD	103	3 12 10	3 9 6
Canada 4% 1953-58	MS	108	3 14 1	3 8 4
Natal 3% 1929-49	JJ	98	3 1 3	3 3 5
New South Wales 3½% 1930-50	JJ	100	3 10 0	3 10 0
New Zealand 3% 1945	AO	97xd	3 1 10	3 6 8
Nigeria 4% 1963	AO	108½	3 13 9	3 10 9
Queensland 3½% 1950-70	JJ	100	3 10 0	3 10 0
South Africa 3½% 1953-73	JD	102½	3 8 4	3 6 5
Victoria 3½% 1929-49	AO	98xd	3 11 5	3 13 4
W. Australia 3½% 1935-55	AO	99xd	3 10 8	3 11 4
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	90½	3 6 4	—
Croydon 3% 1940-60	AO	94xd	3 3 10	3 7 0
Essex County 3½% 1952-72	JD	103	3 8 0	3 5 9
*Hull 3½% 1925-55	FA	100	3 10 0	3 10 0
Leeds 3% 1927 or after	JJ	90	3 6 8	—
Liverpool 3¼% Redeemable by agreement with holders or by purchase	JAJO	101xd	3 9 4	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	79	3 3 3	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	90	3 6 8	—
Manchester 3% 1941 or after	FA	90	3 6 8	—
Metropolitan Consd. 2½% 1920-49	MJSD	94	2 13 2	3 0 0
Metropolitan Water Board 3% "A" 1963-2003	AO	92xd	3 5 3	3 5 11
Do. do. 3% "B" 1934-2003	MS	93	3 4 6	3 5 1
Do. do. 3% "E" 1953-73	JJ	97	3 1 10	3 2 9
Middlesex County Council 4% 1952-72	MN	110	3 12 9	3 5 8
Do. do. 4½% 1950-70	MN	115	3 18 3	3 6 7
Nottingham 3% Irredeemable	MN	90	3 6 8	—
Sheffield Corp. 3½% 1968	JJ	102	3 8 8	3 8 0
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	108	3 14 1	—
Gt. Western Rly. 4½% Debenture	JJ	117½	3 16 7	—
Gt. Western Rly. 5% Debenture	JJ	128½	3 17 10	—
Gt. Western Rly. 5% Rent Charge	FA	127½	3 18 5	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	125½xd	3 19 8	—
Gt. Western Rly. 5% Preference	MA	113½xd	4 8 1	—
Southern Rly. 4% Debenture	JJ	107	3 14 9	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	106½	3 15 1	3 12 6
Southern Rly. 5% Guaranteed	MA	125½xd	3 19 8	—
Southern Rly. 5% Preference	MA	113½xd	4 8 1	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

LEGACIES.

THE suggestions of the legal adviser have great weight with most testators, and an appeal is made for the claims of ST. DUNSTAN'S to be borne in mind when charitable bequests are under consideration. St. Dunstan's is solely responsible for the training, settlement and lifelong after-care of over two thousand men who have been blinded as the result of their service for King and Country.

All information from: THE SECRETARY,

ST. DUNSTAN'S

HEADQUARTERS,
INNER CIRCLE, REGENT'S PARK,
LONDON, N.W.1.

(St. Dunstan's is registered under the Blind Persons Act, 1920.)
The Eighteenth Annual Report may be had on application.

THE

PRINCESS ELIZABETH OF YORK HOSPITAL FOR CHILDREN

(FORMERLY EAST LONDON HOSPITAL FOR CHILDREN),
SHADWELL, LONDON, E.1,

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LEGACIES

are a valued and much needed help in our great work.

This Hospital which is isolated from the natural sources of charity, has for over 70 years been serving the sick and suffering children of the East End of London, and during that period has treated over 1,400,000 little patients.

Patrons: THEIR MAJESTIES THE KING AND QUEEN.
Chairman: BRIG.-GENERAL SIR HILL CHILD, C.B., C.M.G., D.S.O., M.V.O.

ANNUAL REPORT and full particulars of the work gladly supplied by the Secretary, Mr. J. F. RUSSELL. ('Phone: East 5068.)

The Solicitors' Journal.

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Under Royal Patronage.

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Established 1812. Incorporated by Royal Charter.

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President—His Grace The Duke of Portland, K.G., G.C.V.O.

Treasurer—Rev. E. C. Bedford, M.A.

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Additional Support Greatly Needed and LEGACIES especially are earnestly solicited.

Full information to be obtained at the Office, 65, Southampton-row, London, W.C.1.

L. R. FERGUSSON, *Secretary.*

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Telephone: HOLBORN 0584 (3 lines).
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on the FIRST and THIRD THURSDAYS in each month throughout the year, at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.
Offices: 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1451 (3 lines).

PERIODICAL PROPERTY AUCTIONS.
H. E. FOSTER & CRANFIELD
beg to announce that their PROPERTY AUCTIONS will be held at THE LONDON AUCTION MART, 155, Queen Victoria-street, E.C.4.
Vendors, solicitors and trustees having properties for sale are respectfully invited to communicate with the Auctioneers, at their Offices, 6, Poultry, London, E.C.2. Telegrams: "Invariably, Stock, London." Tel. No. City 1451 (3 lines).

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By Order of the Mortgagees.
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Particulars, with conditions of sale, may be obtained from Messrs. McBride & Co., Solicitors, Premier House, Southampton-row, W.C.1, and at the Auctioneers' Offices, 150, Southampton-row, W.C.1.

By Order of the Mortgagees.
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With Vacant Possession on completion.
For Occupation or Investment.
Which will be SOLD by AUCTION by
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Particulars and Conditions of Sale may be obtained of the Solicitor, C. E. Vaughan Williams, Esq., 37-38, Golden-square, W.1. (Telephone: Gerrard 1847); or of the Auctioneers, 6, Hanover-square, W.1 (Telephone Mayfair 2102), and 54, Kingsway, W.C.2 (Telephone Holborn 2426).

SIR ROBERT W. DIBDIN, J.P., deceased.
55, REDINGTON ROAD, HAMPSTEAD.
Notice of SALE by AUCTION of the
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Please Remember THE SALVATION ARMY

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